

UNITED STATES DISTRICT COURT
DISTRICT OF MASSACHUSETTS

2013 DEC 20 P 1:58

DESPINA ASARIDIS

IOANNIS ASARDIS

Plaintiff

Civil Action No.

V.

ERIC M. WEINSTEIN

TIMOTHY PICKET

CINDY PICKET

EFFICIENT EXCAVATING, INC

Defendants

2013 DEC 20 P 1:53

COMPLAINT

Parties

1. The Plaintiffs is a resident of Walpole, County of Norfolk, Massachusetts and a citizen of the United States.
2. Defendant Eric M. Weinstein (hereafter ERIC) is a resident of Stoughton, County of Norfolk, Massachusetts with a usually place of business of 971 Park Street, Stoughton, Ma 02072.
3. Defendant Timothy Picket (hereafter Timothy) is a resident of Stoughton, County of Norfolk, Massachusetts with a usually place of business of 7 Winship Way, Stoughton, Ma 02072.
4. Defendant Cindy Picket (hereafter Cindy) is a resident of Stoughton, County of Norfolk, Massachusetts with a usually place of business of 7 Winship Way, Stoughton, Ma 02072.

5. Defendant Efficient Excavating Inc. (hereafter Efficient) is a Corporation of Brockton, County of Plymouth, Massachusetts with a usually place of business of 792 Oak Street, Brockton, Ma.

Jurisdiction

6. Venue is proper in this Court because the acts and transactions occurred here, Plaintiffs resides here, and Defendants transacts business here.
7. Defendants Eric, Timothy, Cindy & Efficient are all residents of Massachusetts, availing itself of the protection of the laws of Massachusetts, and Defendant's Eric, Timothy, Cindy & Efficient acts in Massachusetts gave rise to the cause of action asserted herein.

Facts

8. All conditions precedent to the bringing of this action has been performed.
9. This is not Plaintiff first time trying to collect the debt that is owed to him from defendants Eric, Timothy, Cindy & Efficient.
10. Defendants Eric, Efficient Timothy and Cindy have refused Plaintiff's demands to repay their debt.
11. The Plaintiffs owns a service station on Park Street in Stoughton, Massachusetts.
12. The plaintiff has loaned Defendant Eric Weinstein money several times and he was never paid back on time.
13. Defendant Eric is an accountant and only would pay plaintiff money after tax period because that was when he had money after the tax season, no matter when any promissory note stated he was to make a payment.
14. The plaintiffs loaned defendant Eric Weinstein \$70,000 dollars of his money.

15. Defendant Eric M. Weinstein came to plaintiffs and stated that he was having financial hardship and needed a loan.
16. Plaintiffs has been and will continue to be financially damaged due to Defendant's Eric, Efficient and Timothy and Cindy Pickett's intentional, reckless, wanton and negligent failure to pay their line of credit.
17. Plaintiffs knew Eric M. Weinstein from doing business with him, Defendant Eric was and is an accountant that did accounting work for the Plaintiffs.
18. Plaintiffs loaned defendant Eric Seventy Thousand Dollars (\$70,000) and Defendant Eric promised to pay the money back.
19. Plaintiffs agreed to loan Defendant Eric \$70,000 and defendant Eric wrote up a promissory note and both parties signed it.
20. Defendant Eric after receiving the loan from plaintiff made 3 payments that were promised in the written agreement.
21. Plaintiffs have been loaning defendant Eric Weinstein money for years now and payments have been late.
22. Defendant Eric has come to plaintiffs stating he had personal financial problems and plaintiffs have always been there to loan the defendant money on several occasion defendant Eric has stated that he was going to lose his home to foreclosure and plaintiffs did not want to see this happen.
23. Defendant Eric always decided the amount to be loaned the amount of interest that he would pay and the dates the payments would be paid to the plaintiff, the plaintiffs never suggested any dates for payment or interest.

24. Defendant always suggested that he does the paper work, the defendant is a savvy accountant that knows Massachusetts laws and took advantage of the plaintiffs.
25. Plaintiffs forgave over \$23000 of debt from the defendant and still defendant Eric refuses to pay plaintiffs anymore of their money.
26. Plaintiffs has several promissory notes that the defendant has created whenever he was loaned money, the final
27. On February 24, 2012 the defendant Eric Weinstein wrote a new Promissory Note after the plaintiff's agreed to forgive interest but the defendant dated the promissory note as of **February 24, 2011** when it should have been dated **February 24, 2012** although the **signature panel and the payment dates all reflect 2012** dates see exhibit 1.
28. Defendant Eric made payments of **\$6615.00, \$5000.00, and \$5885.00 for a total of \$17,500 which leaves a balance of \$52,500 see Exhibit 1.**
29. Defendant Eric wrote up **ALL** the promissory notes between defendant & Plaintiff and upon information and belief added things in the promissory note that was in his best interest (to much interest) to make it seem as if plaintiffs was charging him to much interest plaintiffs trusted Defendant Eric to write a good contract but he did not do so but is still bound to pay back the money.
30. Plaintiffs told Eric that the interest was a lil bit too much and to adjust it accordingly and defendant Eric stated that he would do so.
31. Defendant Eric violated the Massachusetts Unfair & Deceptive Trade Practices Act. By not making payments to the plaintiff in a timely and orderly fashion and by breeching the contract.
32. Defendant Eric breeched the promissory note by only making 3 payments to the plaintiff.

33. Plaintiff sent defendant Eric a MGL 93a demand letter on or about April 9, 2013 and plaintiff was served with it by the Norfolk Sheriff's Department on or about April 15, 2013 **Exhibit 2**.
34. Defendant Eric sent plaintiff a text message stating that he would pay the \$52000 he owed plaintiff see Exhibit 3.
35. Plaintiff also sent defendant Eric a Notice of Pending Lawsuit.
36. Defendant Eric answered and stated that plaintiff had violated Massachusetts laws by charging him too much interest when in fact defendant Eric wrote the promissory note his self.
37. Defendant Eric answered the MGL 93 a demand letter about 3 weeks after he was served with it.
38. Defendant Eric refuses to acknowledge that he still owes the plaintiff any money at all which is a violation of the Massachusetts Unfair & Deceptive Trade Practices Act. (MGL 93A).
39. Plaintiff asks the court for relief and to order defendant Eric to pay the plaintiff the balance of the promissory note.
40. Defendants Timothy & Cindy Pickett came to plaintiff's place of business several times to get gas and one day asked they could have a line of credit for gas and other services at the plaintiff business (CITGO) plaintiffs agreed to extend a line of credit to defendants Timothy & Cindy Pickett.
41. Soon after plaintiffs extended the line of credit the defendants defaulted on the line of credit.
42. Plaintiffs tried several times to contact the defendants by phone by was not able to.

43. Plaintiffs sent the defendants Timothy & Cindy a MGL 93A demand letter on or about May 5, 2013 by certified return receipt, defendants never answered the demand letter which is a violation of Massachusetts law.
44. Plaintiffs are owed \$7736.19 for gas and other service which the defendants received from the plaintiff place of business and never paid.
45. Plaintiff never signed a contract with defendant Timothy & Cindy Pickett or defendant Efficient but Defendants Timothy & Cindy Pickett & Efficient gave an oral agreement for the line of credit and stated that each time they received merchandise from the plaintiffs they would sign a receipt and plaintiff would hold the receipts until they paid the bill.
46. Plaintiff is in possession of all unpaid receipts and will produce at trial.
47. Defendants refuse to pay the line of credit that the plaintiffs has extended to defendants Timothy & Cindy Pickett
48. Defendant's Eric, Efficient and Timothy & Cindy Pickett conduct was done with malicious intent or reckless indifference to the rights of Plaintiffs and with an evil motive, such that an award of punitive damages is warranted, as well as prejudgment interest.
49. Plaintiffs ask the court to order defendants Timothy & Cindy Pickett to pay plaintiff the balance of **\$7,736.19** that is owed to his business.
50. Plaintiffs also sent defendants Timothy & Cindy a Notice of pending lawsuit by certified return receipt through the United State Postal Service.
51. Plaintiffs gave defendant Efficient a line of credit for goods and services from his place of business and defendant Efficient has defaulted of the line of credit that was granted to efficient.

52. Defendant Efficient owes the plaintiff **\$7205.14** for goods and services extended to defendant from plaintiff.
53. Plaintiffs sent defendant Efficient a MGL 93A demand letter and a Notice of Pending Lawsuit and defendant has never answered it which is a violation of Massachusetts law.
54. Plaintiffs have tried to contact the defendant several times to pay the bill but the defendant has refused to acknowledge that plaintiff is owed any money from the defendant.
55. Plaintiffs have tried to be reasonable with all of the defendants but all defendants refuse to pay for any and all moneys goods or services extended to them by the plaintiff.

COUNT 1

**Violation of MGL c. 93A
Unfair or Deceptive Acts or Practices in Violation of G. L. c. 93A, § 2
BY DEFENDANTS Eric M. WEINSTEIN, Timothy Pickette,
Cindy Pickette and EFFICIENT EXCAVATING, INC.**

56. A plaintiff repeats and re-alleges each and every allegation set forth above as if reasserted and re-alleged here.
57. Plaintiffs sent defendants Eric, Efficient Excavating, Inc, Timothy & Cindy Picket all 93 a letters and Notices of Intent to sue letters.
58. Defendant's refused to pay plaintiff the balance of their lines of credit as of December 11, 2013.
43. Defendants Eric, Efficient and Timothy and Cindy Picket violated the Massachusetts Unfair and Deceptive Trade Practices Act MGL 93A by failing to pay plaintiff the balance that is owed on the accounts.

WHEREFORE, Plaintiffs prays that this honorable Court award him damages from Defendants Eric M. Weinstein, Efficient Excavating, Inc and Timothy and Cindy Picket for the claims set forth herein including litigation fees and costs, sleep and emotional

stress, Compensatory, Actual and punitive damages, damages to credit and any other and further relief which is just and proper under the circumstances.

COUNT 2

COMMON LAW FRAUD

44. Plaintiffs repeat and re-allege each and every allegation set forth above as if reasserted and re-alleged here.

45. Defendants Eric, Efficient and Timothy & Cindy Pickett intentionally or recklessly misled Plaintiffs by: stating that they will pay the line of credit on time.

46. Defendant Eric, Efficient and Timothy & Cindy Pickett knew the representations were false or misleading and acted with reckless disregard for the truth.

47. Defendant Eric, Efficient and Timothy & Cindy Pickett intended for Plaintiffs to rely on its representations in order to induce Plaintiff's to extend them a line of credit.

48. Defendant Seller committed the above acts or practices willfully, recklessly, maliciously and with the intent to injure and defraud Plaintiffs.

49. Plaintiffs exercised all due diligence and reasonably relied on Defendant Eric, Efficient and Timothy & Cindy Pickett representations, which have resulted in damages to Plaintiff.

WHEREFORE, Plaintiffs prays that this honorable Court award him damages from Defendants Eric M. Weinstein, Efficient Excavating, Inc and Timothy and Cindy Pickett for the claims set forth herein including litigation fees and costs, sleep and emotional stress, Compensatory, Actual and punitive damages, damages to credit and any other and further relief which is just and proper under the circumstances.

COUNT 3

BREACH OF CONTRACT

50. Plaintiffs repeat and re-allege each and every allegation set forth above as if reasserted and re-alleged here.

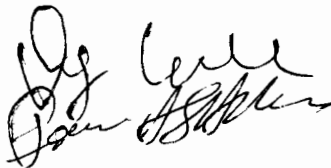
51. The acts and omissions described herein constitute a Breach of Contract under the common law of the State of Massachusetts.

WHEREFORE, Plaintiffs prays that this honorable Court award him damages from Defendants Eric M. Weinstein, Efficient Excavating, Inc and Timothy and Cindy Picket for the claims set forth herein including litigation fees and costs, sleep and emotional stress, Compensatory, Actual and punitive damages, damages to credit and any other and further relief which is just and proper under the circumstances.

Respectfully submitted,

DESPINA ASARIDIS

IOANNIS ASARDIS

Handwritten signatures of Despina Asaridis and Ioannis Asardis.

DECEMBER 11, 2013